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5 ATTORNEYS FOR Debtors

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8 UNITED STATES BANKRUPTCY COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10

11 IN RE:) Case No. 09-51900 ASW
12 BENYAM and PAULA R. MULUGETA,) CHAPTER 11
13 Debtors.)
14)
15)
16)
17)

18 **APPLICATION OF DEBTORS-IN-POSSESSION FOR APPOINTMENT OF COUNSEL**

19 Debtors BENYAM and PAULA R. MULUGETA (jointly “Debtors” or “Applicants”)
20 hereby apply to the court and respectfully represent, through counsel, as follows:

21 1. On March 18, 2009, Debtors, in pro se, filed a voluntary petition under chapter 11 of
22 Title 11 of the United States Code, commencing the instant action. Debtors’ own and operate
several commercial and residential properties.

23 2. Applicants believe that in order to be successful in their reorganization effort, it is
24 essential that Applicants, as debtors-in-possession, be represented and advised throughout
25 this case, and in every phase thereof, by competent legal counsel. Applicants have selected
26 the law firm of CAMPEAU GOODSSELL SMITH as its counsel in this Chapter 11 case, and
27 have made diligent inquiry and determined that said law firm possesses the requisite
28 integrity, skill, intelligence, experience and familiarity with proceedings of this type to

1 provide the debtors-in-possession with representation and advice as will benefit Applicants,
2 their Estate, creditors and other parties in interest.

3 3. Applicants have further inquired and determined that none of the attorneys who
4 compose said law firm have any connection with any creditor or other party involved in this
5 case, or with, to the best of Applicants' knowledge, any attorney or attorneys for such
6 creditor or other party in interest, and that said law firm represents no interest which is
7 adverse to that of Applicants or their Estate with respect to any of the matters upon which
8 such firm has been or is to be engaged, nor does such firm represent any interest adverse to
9 any creditor involved in this case.

10 4. Based on the above, and subject to approval of the Court, Applicants have selected and
11 engaged, and are employing said law firm to perform, and they have been and are
12 performing herein, all of the legal and professional services involved in preparing,
13 instituting, conducting and advising Applicants concerning this Chapter 11 case and each
14 phase thereof. A true and correct copy of the Attorney-Client Fee Contract is attached to the
15 Declaration of William J. Healy as Exhibit A.

16 5. Said law firm has agreed to undertake Applicant's representation in accordance with its
17 normal hourly billing rates, which rates range for attorneys/associates from \$475-425 per
18 hour and for paralegals/law clerks for \$95 per hour. Said law firm will seek compensation
19 based upon such normal and usual hourly billing rates plus reimbursement for all expenses
20 advanced on Applicants' behalf.

21 6. Additionally, CAMPEAU GOODSSELL SMITH will seek Court approval of payment
22 of a retainer in the sum of \$100,000.00 in connection with this case. This retainer will be
23 paid after separate notice to creditors and a noticed hearing before this Court at a later date.

24 WHEREFORE, Applicants pray that they be authorized to employ and appoint the law
25 firm of CAMPEAU GOODSSELL SMITH to represent them as set forth hereinabove as
26 debtors-in-possession in this proceeding, and for such other and further relief as the Court
27 deems just and proper.

28 Dated: April 2, 2009

/s/ William J. Healy
William J. Healy